

Decision 00-06-031 June 8, 2000

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Mia Ingraham,

Complainant,

vs.

Pacific Gas and Electric Company,

Defendant.

(ECP)
Case 00-02-016
(Filed February 8, 2000)

Mia Ingraham, for herself, complainant.

Mary M. Camby, for Pacific Gas and Electric Company, defendant.

OPINION DENYING COMPLAINT

Summary

The complaint of Mia Ingraham that she should not be held responsible for payment of utility bills totaling \$1,116.03 (\$732.60 + \$383.43), which were transferred to her account, is denied based upon more persuasive contrary evidence.

Hearing

A hearing was held on March 7, 2000, in San Francisco under the expedited complaint process (Pub. Util. Code § 1702.1; Rule 13.2 of the Rules of Practice and Procedure). At this time complainant presented evidence intended to show she is not responsible for utility bills of \$732.60 incurred at a Lexington

Street address in Fremont, CA¹ between March 26, 1998-March 8, 1999 and \$383.43 for the closing bill at a Fremont Boulevard address between August 5, 1997-March 25, 1998. Pacific Gas and Electric Company (PG&E) alleges that complainant is the customer of record on both accounts.

Complainant contends she did not establish service at either address, but suspects that friends of her ex-husband did so at the Lexington Street address without her permission using her social security number and employment information likely obtained from her ex-husband. Complainant alleges she never resided at the Fremont Boulevard address where her ex-husband previously lived. Complainant presented a copy of her ex-husband's driver's license issued March 24, 1997, which shows the Lexington Street address. Complainant alleges she lived with her parents from 1997 to July 1998 on Kensington Street, therefore, she had *no* service in her name during this period. She contends she moved from her parents' residence to Bay Street in July 1998, and established her current account. Complainant submitted her driver's license showing an address on September 24, 1998, the date of issue, at Kensington Street. Complainant offered to obtain a Department of Motor Vehicles (DMV) printout to show her address history and when the addresses were changed from Kensington Street to Bay Street. Complainant indicated she was unable to obtain a copy of the lease for the Lexington address to show that she was *not* a lessee. Complainant offered to submit bank statements and other documents to show her Bay Street address and was given dates to submit a DMV printout, bank statements, paycheck receipts and other relevant documents.

¹ All addresses discussed are in this same city.

Complainant alleged that the social security number used to establish the disputed Lexington Street account was not hers. However, PG&E presented a credit report indicating complainant has used various social security numbers and variations of her name to establish credit. One of the social security numbers on the credit report is the same as the one used to open the Lexington Street account. Complainant contended the difference in names and social security numbers was because she has been married twice. However, she did not explain the three different social security numbers on the credit statement.

Ingraham contended at the hearing that she reported as fraud to the local police department the use of her social security number to establish the Lexington Street account. However, PG&E presented the transcription of a message from Officer Ancona of the Fremont Police department. PG&E's witness, Mary Camby, had called regarding the purported police report prior to the hearing. In response, Ancona indicates that he remembers Ingraham making an allegation regarding the fraudulent use of her social security number, but that she did *not* make a police report, nor desire one. After she left, Ancona was unclear, but under the impression she would return with more information. Ingraham did not return but called later to request the report number. However, he indicates in his message that there is no police report. PG&E argued that Ingraham was aware of the lack of a police report prior to the hearing, which Ingraham denied.

Ingraham contended at the hearing that her ex-husband is also being investigated by the Alameda County Consumer Fraud Division for credit card fraud. Ingraham was given a date to later submit any police report or any further documentation regarding fraud by her ex-husband.

Ingraham contended that after her ex-husband's check for the closing bill totaling \$383.43 was returned by the bank, this amount was transferred to her

present Bay Street account. PG&E agreed. Ingraham urges that PG&E pursue her ex-husband for payment of this amount. PG&E responded that Ingraham is the customer of record for this account, not her ex-husband.

In response to complainant's allegations at the hearing, PG&E presented the testimony of the customer service representative who documented several conversations with Ingraham. The notes made during the course of one other conversation indicate that in May 1999 Ingraham stated to a Sacramento PG&E customer service representative that she allowed a friend to establish service in her name at the Lexington address. Ingraham contended this conversation was misunderstood by the representative and denies that any such admissions occurred.

In addition, the notes on Ingraham's account indicate that she used Lexington Street as her previous address when establishing the Bay Street account. However, PG&E's microfiche record from July 27, 1998, shows an entirely different address. PG&E argues that the recorded note is what Ingraham told the representative and is not necessarily true. Ingraham responded that she was not the caller who established the Lexington Street account.

Late Exhibits

After the hearing, Ingraham submitted a copy of a lease agreement for her Bay Street residence commencing on July 1, 1998. PG&E does not dispute that service at this address began July 22, 1998. PG&E responded that it holds Ingraham liable for charges at the Lexington address (\$732.60) which occurred between March 1998-March 1999 because she consented to the use of her name as the customer of record.

After the hearing, Ingraham submitted a copy of an Interim Driver's License dated July 10, 1998, showing a Kensington Street address (her parents). PG&E responded that the purpose of submitting this information was to show a

timely change of address from Kensington Street to Bay Street (her current service address). However, PG&E argues, both licenses still show the purported previous Kensington Street address while the lease indicates Ingraham had entered into a lease agreement for a Bay Street apartment. PG&E contends that these documents only show that Ingraham was using a Kensington Street address while residing elsewhere and do not prove she is not liable for the charges at the Lexington address.

Ingraham did not submit the DMV printout, bank statements, check stubs or documentation of alleged fraudulent conduct by her ex-husband. Neither did Ingraham submit a written closing statement as scheduled.

Ingraham's request to reduce the previously agreed installment payments on the outstanding balance was denied at the hearing.

Conclusion

The documentary evidence and argument presented by PG&E is more persuasive and reliable than that of complainant. Moreover, there is no evidence to show that complainant called PG&E to close the service established in her name and with her knowledge at the Lexington address. Ingraham (also known as Mia Hunt) is the customer of record on the Fremont Boulevard account. Therefore, she is liable for the total outstanding charges of \$1,116.03 (\$732.60 + \$383.43) and this complaint must be denied.

O R D E R

IT IS ORDERED that the complaint in this proceeding is denied and this proceeding is closed.

This order is effective today.

Dated June 8, 2000, at San Francisco, California.

LORETTA M. LYNCH
President

HENRY M. DUQUE
JOSIAH L. NEEPER
RICHARD A. BILAS
CARL W. WOOD
Commissioners